

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Master FMV Lease Agreement (this "Agreement"). "Schedule" means any lease schedule signed by you and us which incorporates the terms of this Agreement.

APPLICATION NUMBER	AGREEMENT NUMBER
3180933	3180933

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of North Miami	Fed. Tax ID#: 59-6000390
Contact Person: Rosa Henriquez	Bill-To Phone: (305) 895 - 9886 Bill-To Fax:
Billing Address: 776 NE 125TH ST	City, State - Zip: NORTH MIAMI, FL 33161-5654

TBS LOCATION

Contact Name: Pauline Gregory	Location:
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TERMS AND CONDITIONS (Terms Continued on Page 2)

- Lease Agreement:** You agree to lease from us the Equipment all as described under "ITEM DESCRIPTION" on any FMV Lease Schedule ("Schedule") issued pursuant to this Agreement, (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Schedules to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on attached Schedule to this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on attached Schedule to this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.

THIS AGREEMENT AND EACH SCHEDULE IS NONCANCELABLE / IRREVOCABLE AND CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name: Anna-Bo Emmanuel	Signature: X	Title: Interim City Manager	Date:
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Jeff Cazeau,	X
Vanessa Joseph,	X

City Attorney
City Clerk

- 7. Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and a duly authorized representative of us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.



MASTER FMV LEASE SCHEDULE

TOSHIBA

FINANCIAL SERVICES

SCHEDULE NUMBER

APPLICATION NUMBER

AGREEMENT NUMBER

3180933

3180933

CUSTOMER - BILLING CONTACT INFORMATION (separate lease schedules must be completed for each billing location)

Legal Company Name: City of North Miami

Fed. Tax ID#: 59-6000390

Contact Person: Rosa Henriquez

Bill-To Phone: (305) 895 -9886

Bill-To Fax:

Department Name: Purchasing Department

Billing Address: 776 NE 125TH ST

Building/Room/Suite: 3rd Floor

City, State - Zip: NORTH MIAMI, FL 33161-5654

CUSTOMER - INSTALLATION LOCATION (separate lease schedules must be completed for each location)

Legal Company Name:

Contact Person:

Phone:

Fax:

Department Name:

Address:

Building/Room/Suite:

City, State - Zip:

TBS LOCATION

Contact Name: Pauline Gregory

Location:

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

See Schedule A

☒ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 39 of \$4,543.99 (plus applicable taxes)

Security Deposit: \$ 0.00 ☐ Received

Origination Fee: Up to \$99.00 (included in First Invoice)

Lease payment period is monthly unless otherwise indicated. **End-of-Lease Options:**
You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value per section 16.
2. Renew the Agreement per section 17. - 3. Return Equipment.

Billing Preference: ☐ Each unit invoiced separately (include at billing locations on Information Schedule) ☐ All units on one ☐ All units added to current**THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER FMV LEASE AGREEMENT IDENTIFIED ABOVE.**

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

This is a Master Schedule to the above-referenced Master Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference, to establish a separate agreement as to the Equipment described herein. Upon the execution of this Master Schedule, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Master Agreement.

Name: Anna-Bo Emmanuel

Signature: X

Title: Interim City Manager

Date:

Jeff Cazeau

X

City Attorney

Vaness Joseph

X

City Clerk

TFS - 0424

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and **Toshiba Financial Services**.

APPLICATION NUMBER

3180933

AGREEMENT NUMBER

3180933

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of North Miami

Fed. Tax ID#: 59-6000390

Contact Person: Rosa Henriquez

Bill-To Phone: (305) 895-9886

Bill-To Fax:

Billing Address: 776 NE 125TH ST

City, State - Zip: NORTH MIAMI, FL 33161-5654

Equipment Location: (if different than above or if multiple locations see below) City Wide

City, State - Zip: North Miami, FL

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO3525AC	ESTUDIO3525AC	POLICE DEPARTMENT - Admin 4th FL 700 NE 124 ST, NORTH MIAMI, FL 33161-5624	
DSDf Document Feeder	MR4010		
Paper Feed Pedestal	KD1072		
50-sheet Inner Finisher	MJ1048		
Fax Unit / 2nd Line Fax Unit	GD1370N		
Toshiba e-STUDIO3525AC	ESTUDIO3525AC	POLICE DEPARTMENT - Investigations, 3rd FL 700 NE 124 ST, NORTH MIAMI, FL 33161-5624	
DSDf Document Feeder	MR4010		
Paper Feed Pedestal	KD1072		
50-sheet Inner Finisher	MJ1048		
Fax Unit / 2nd Line Fax Unit	GD1370N		
Toshiba e-STUDIO3525AC	ESTUDIO3525AC	OPERATION CENTER 1815 NE 150TH ST, NORTH MIAMI, FL 33181-1113	
Fax Unit / 2nd Line Fax Unit	GD1370N		
RADF Document Feeder	MR3033		
Copier Stand	STAND5015		
50-sheet Inner Finisher	MJ1048		
Toshiba e-STUDIO3525AC	ESTUDIO3525AC	MOTOR POOL 1855 NE 142TH ST, NORTH MIAMI, FL 33181-1503	
DSDf Document Feeder	MR4010		
Large Capacity Feeder	KD1073LT		
50-sheet Inner Finisher	MJ1048		
Toshiba e-STUDIO3525AC	ESTUDIO3525AC	POLICE DEPARTMENT HRCD, 2nd FL 700 NE 124 ST, NORTH MIAMI, FL 33161-5624	
Fax Unit / 2nd Line Fax Unit	GD1370N		
RADF Document Feeder	MR3033		
Copier Stand + 50-sheet Staple	STAND5015	+ MJ1048	
Toshiba e-STUDIO3525AC	ESTUDIO3525AC	Finance Department 776 NE 125TH ST, 1st FL MIAMI, FL 33161-5654	
Large Capacity Feeder	KD1073LT		
Fax Unit / 2nd Line Fax Unit	GD1370N		
DSDf Document Feeder	MR4010		
Toshiba e-STUDIO3525AC	ESTUDIO3525AC	UTILITY BILLING 776 NE 125TH ST, 1st FL NORTH MIAMI, FL 33161-5654	
RADF Document Feeder	MR3033		
Copier Stand + Fax Unit	STAND5015	+ GD1370N	

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and **Toshiba Financial Services**.

APPLICATION NUMBER

3180933

AGREEMENT NUMBER

3180933

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of North Miami

Fed. Tax ID#: 59-6000390

Contact Person: Rosa Henriquez

Bill-To Phone: (305) 895-9886

Bill-To Fax:

Billing Address: 776 NE 125TH ST

City, State - Zip: NORTH MIAMI, FL 33161-5654

Equipment Location: (if different than above City Wide
or if multiple locations see below)

City, State - Zip: North Miami, FL

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO3525AC	ESTUDIO3525AC	City Attorney 776 NE 125TH ST 3rd FL NORTH MIAMI, FL 33161-5654	
DSD Document Feeder	MR4010		
Copier Stand	STAND5015		
50-sheet Inner Finisher	MJ1048		
Fax Unit / 2nd Line Fax Unit	GD1370N		
Toshiba e-STUDIO3528A	ESTUDIO3528A	Joe Celestin CTR 1525 NW 135th St.	
DSD Document Feeder	MR4010		
50-sheet Inner Finisher	MJ1048		
Paper Feed Pedestal	KD1072		
Toshiba e-STUDIO3528A	ESTUDIO3528A	Nomi Food Pantry 12500 NW 13th Ave.	
DSD Document Feeder	MR4010		
Copier Stand	STAND5015		
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	Personnel Department 776 NE 125TH ST, NORTH MIAMI, FL 33161-5654	
DSD Document Feeder	MR4010		
Large Capacity Feeder	KD1073LT		
50-sheet Inner Finisher	MJ1048		
Fax Unit / 2nd Line Fax Unit	GD1370N		
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	CITY CLERK 776 NE 125TH ST 1st FL, NORTH MIAMI, FL 33161-5654	
DSD Document Feeder	MR4010		
Large Capacity Feeder	KD1073LT		
65-sheet Saddle Stitch Finisher	MJ1114		
Bridge Kit	KN5005		
Fax Unit / 2nd Line Fax Unit	GD1370N		
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	MAYOR & COUNCIL OFFICE 776 NE 125TH ST FL 2, NORTH MIAMI, FL 33161-5654	
RADF Document Feeder	MR3033		
Large Capacity Feeder	KD1073LT		
50-sheet Inner Finisher	MJ1048		
Fax Unit	GD1370N		

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and **Toshiba Financial Services**.

APPLICATION NUMBER

3180933

AGREEMENT NUMBER

3180933

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of North Miami

Fed. Tax ID#: 59-6000390

Contact Person: Rosa Henriquez

Bill-To Phone: (305) 895-9886

Bill-To Fax:

Billing Address: 776 NE 125TH ST

City, State - Zip: NORTH MIAMI, FL 33161-5654

Equipment Location:(if different than above
or if multiple locations see below) City Wide

City, State - Zip: North Miami, FL

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	Neighborhood Services 12330 NE 8TH AVE NORTH MIAMI, FL 33161-5607	
DSDf Document Feeder	MR4010		
Large Capacity Feeder	KD1073LT		
50-sheet Inner Finisher + Fax Unit	MJ1048	+ GD1370N	
Toshiba e-STUDIO4528A	ESTUDIO4528A	WATER PLANT 12098 NW1 AVE, NORTH MIAMI, FL 33168-6319	
RADF Document Feeder	MR3033		
Large Capacity Feeder + Fax	KD1073LT	+GD1370N	
50-sheet Inner Finisher	MJ1048		
Toshiba e-STUDIO5525AC	ESTUDIO5525AC	Development Services 12400 NE 8TH AVE, NORTH MIAMI, FL 33161-5648	
DSDf Document Feeder	MR4010		
Large Capacity Feeder	KD1073LT		
65-sheet Multi-Staple Finisher	MJ1113		
Bridge Kit + Hole Punch Unit	KN5005	+ MJ6107N	
Fax Unit / 2nd Line Fax Unit	GD1370N		
Toshiba e-STUDIO7529A	ESTUDIO7529A	POLICE DEPARTMENT Records 700 NE 124 ST 1st FL, NORTH MIAMI FL 33161-5624	
2,500-Sheet External Large Capacity Feeder	MP2503L		
65-Sheet Multi-Staple Finisher	MJ1115		
Toshiba e-STUDIO3515AC	Toshiba e-STUDIO3515AC	1600 NE 126TH ST PARKS & RECREATION, NORTH MIAMI, FL 33181-2513	SCNGM45617
Toshiba e-STUDIO3515AC	Toshiba e-STUDIO3515AC	Dist 4 Sat Off 13753 NW 7th Ave, North Mia, FL 33167	SCNLL59341
Toshiba e-STUDIO3525AC	Toshiba e-STUDIO3525AC	PD Cops Unit 3rd FL 700 NE 124 ST, NORTH MIAMI, FL 33161-5624	SSSDN87153
Toshiba e-STUDIO3525AC	Toshiba e-STUDIO3525AC	PD Roll Call 1ST FL 700 NE 124 ST, NORTH MIAMI, FL 33161-5624	SCSGN52229
Toshiba e-STUDIO3528A	Toshiba e-STUDIO3528A	PD Holding Cell 1st FL 700 NE 124 ST, NORTH MIAMI, FL 33161-5624	SCTHM22821
Toshiba e-STUDIO4525AC	Toshiba e-STUDIO4525AC	CRA, 735 NE 125 St, Ste 100, North Miami, FL 33161	SCSFN48671
Toshiba e-STUDIO4525AC	Toshiba e-STUDIO4525AC	776 NE 125TH ST 1ST FL PURCHASING, NORTH MIAMI, FL 33161-5654	SCSCN30723
Toshiba e-STUDIO4525AC	Toshiba e-STUDIO4525AC	776 NE 125TH ST CITY MGR OFFICE/4TH FL, NORTH MIAMI, FL 33161-5654	SCSIM46434
Toshiba e-STUDIO4528A	Toshiba e-STUDIO4528A	PARKS OPERATION CTR 12181 NE 13TH AVE, NORTH MIAMI, FL 33161-5968	SCTJM25713
Toshiba e-STUDIO5525AC	Toshiba e-STUDIO5525AC	MUSEUM CONTEMPORARY ART 770 NE 125 ST, NORTH MIAMI, FL 33161-5654	SSSAN83851
Toshiba e-STUDIO6527AC	Toshiba e-STUDIO6527AC	12340 NE 8TH AVE Building Department NORTH MIAMI, FL 33161-5655	SC6DN10478
Toshiba e-STUDIO7516ACTG	Toshiba e-STUDIO7516ACTG	12300 NE 8TH AVE HOUSING AND SOCIAL SERVICES, NORTH MIAMI, FL 33161-5607	SS1AN91626

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Name: Anna-Bo Emmanuel

Signature: X

Title: Interim City Manager

Date:

Jeff Cazeau

X

City Attorney

3 of 3

Vanessa Joseph

X

City Clerk

TFS - 0424

GENERAL TERMS AND CONDITIONS OF SALE

- 1, ACCEPTANCE, ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.
2. Title and Risk of Loss. Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.
3. Price, Taxes and Interest Charges. Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
4. Terms/Cash Sales. Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
5. Extended Terms/Contracts. Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
6. Delivery. Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. Force Majeure. Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. Laws, Ordinance and Regulations. Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. Changes in Design. Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. Off Quality and Goods Made to Buyer's Specifications. Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds, Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. Warranty. Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. Returns. Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS. BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.
14. Technical Advice. Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. LIABILITY LIMITATION. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.
16. Cancellation or Changes of Order. No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. Set-Offs. Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. No Protection from Claim of Infringement. Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. APPLICABLE LAW, THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.
20. Service Delivery. Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. Buyer Declination of Service Contract. If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. Freight. Buyer assumes responsibility for freight charges on orders placed with Seller.
23. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. Amendment and Waiver. No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. Parties Bound. All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. Further Assurances. The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.
27. Opt In. You hereby consent to receive electronic marketing communication on Toshiba products and services.

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: _____

June 1st, 2025

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name: City of North Miami			
Address: 776 NE 125th Street	Phone #: 305-895-9886	Ext.	Fax #:
Address 2:	Contact: Rosa Henriquez	Customer PO #:	
City: North Miami	State: FL	Zip: 33161	email: rhenriquez@northmiamifl.gov

INVOICE / METER COLLECTION INFORMATION

Meter Collection:	Electronic Invoicing:	Invoice Location:	Term: 12 Months
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SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
Toshiba e3525AC	Color	zero	Images	zero	Monthly	0.039	Monthly
	Black	zero	Images	zero	Monthly	0.0073	Monthly
Toshiba e4525AC	Color	zero	Images	zero	Monthly	0.037	Monthly
	Black	zero	Images	zero	Monthly	0.0065	Monthly
Toshiba e5525ac	Color	zero	Images	zero	Monthly	0.035	Monthly
	Black	zero	Images	zero	Monthly	0.0065	Monthly
	Black					0.005	Monthly
Toshiba e3528A	Black	zero	Images	zero	Monthly	0.0074	Monthly
Toshiba e4528A	Black	zero	Images	zero	Monthly	0.0064	Monthly
Toshiba e7529A	Black	zero	Images	zero	Monthly	0.0042	Monthly
Total Minimum Payment				\$ -			

DECLINATION

☐ Customer is declining maintenance on the equipment listed on the attached agreement.

Printed Name:	Signature:
Title: _____ Date: _____	

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Privacy Notice: By your signature below, you hereby consent to allow TABS to remotely retrieve usage information for billing purposes. The information retrieved may be shared with third parties for processing purposes and shall be limited to the number of copies and scans made by model and serial number, and the location of the device.

Customer: City of North Miami	Toshiba Business Solutions		
Printed Name: Anna-Bo Emmanuel, Esq., FRA-RA	Printed Name:		
Signature:	Signature:		
Title: Interim City Manager	Date:	Title:	Date:

Jeff Cazeau x _____ City Attorney

Vanessa Joseph x _____ City Clerk

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: _____

June 1st, 2025

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

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Customer Name: City of North Miami			
Address: 776 NE 125th Street	Phone #: 305-895-9886	Ext.:	Fax #:
Address 2:	Contact: Rosa Henriquez	Customer PO #:	
City: North Miami	State: FL	Zip: 33161	email: rhenriquez@northmiamif.gov

INVOICE / METER COLLECTION INFORMATION

Meter Collection:	Electronic Invoicing:	Invoice Location:	Term: 12 Months
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SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
Toshiba e3515ac / 3525AC	Color	zero	Images	zero	Monthly	0.039	Monthly
	Black	zero	Images	zero	Monthly	0.0073	Monthly
Toshiba e4525AC	Color	zero	Images	zero	Monthly	0.037	Monthly
	Black	zero	Images	zero	Monthly	0.0065	Monthly
Toshiba e5525ac	Color	zero	Images	zero	Monthly	0.035	Monthly
	Black	zero	Images	zero	Monthly	0.0065	Monthly
Toshiba e6527act	Color	zero	Images	zero	Monthly	0.00325	Monthly
	Black	zero	Images	zero	Monthly	0.0054	Monthly
Toshiba e7516ACT	Color	zero	Images	zero	Monthly	0.0315	Monthly
	Black					0.005	Monthly
Toshiba e3528A	Black	zero	Images	zero	Monthly	0.0074	Monthly
Toshiba e4528A	Black	zero	Images	zero	Monthly	0.0064	Monthly
Toshiba e6529A	Black	zero	Images	zero	Monthly	0.0046	Monthly
Total Minimum Payment				\$ -			

DECLINATION

☐ Customer is declining maintenance on the equipment listed on the attached agreement.

Printed Name:	Signature:
Title: _____ Date: _____	

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Privacy Notice: By your signature below, you hereby consent to allow TABS to remotely retrieve usage information for billing purposes. The information retrieved may be shared with third parties for processing purposes and shall be limited to the number of copies and scans made by model and serial number, and the location of the device.

Customer: City of North Miami	Toshiba Business Solutions		
Printed Name: Anna-Bo Emmanuel, Esq., FRA-RA	Printed Name:		
Signature:	Signature:		
Title: Interim City Manager	Date:	Title:	Date:

Jeff Cazeau x _____ City Attorney

Vanessa Joseph x _____ City Clerk

TERMS AND CONDITIONS (CONTINUED)

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. Term. This Contract will remain in force for 12 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. MOVES/ADDS/CHANGES. In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.

12. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

13. CUSTOMER OWNED EQUIPMENT. (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.

14. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

15. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

You hereby consent to receive electronic marketing communication on Toshiba products and services.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party taking the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

Addendum to Agreement # 3180933 and any future supplements/schedules thereto, between City of North Miami, as Customer and **Toshiba Financial Services**, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or

schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

TitleDate

City of North Miami

Customer

X

Signature

Anna-Bo Emmanuel, Interim City Manger

TitleDate

Jeff Cazeau xCity Attorney

Vanessa Joseph xCity Clerk

FLORIDA ADDENDUM (STATE AND LOCAL GOVERNMENT)

AGREEMENT #
3180933

Addendum to Agreement # 3180933 and any future supplements/schedules thereto, between City of North Miami, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

If you are a political subdivision of the State of Florida, the following applies: We agree that there is no intention to create under the Agreement a right in us to dispossess you involuntarily of your interests in or the right of use of the Equipment. We hereby irrevocably waive any right to specific performance of your covenant to return possession of the Equipment to us if you default or exercise your right not to appropriate funds to make Payments. We acknowledge that Payments may not be payable from ad valorem taxes, and in no event may we compel the use of ad valorem taxing power for you to make Payments. If the end-of-term option for the Agreement is the purchase of all Equipment for \$1.00 or \$101.00, you agree that you will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

If you are a county of the State of Florida and your end-of term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: If the term of the Agreement exceeds five (5) years, you represent and covenant to us that Payments will be paid from sources other than ad valorem taxes, and that the Agreement has been approved by our Board of County Commissioners.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

Title

Date

City of North Miami

Customer

X

Signature

Anna-Bo Emmanuel, Interim City Manager

Title

Date

Jeff Cazeau x _____ City Attorney

Vanessa Joseph x _____ City Clerk

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

ID #	Serial Number	Shipping Street	Current Toshiba Model	Replacement Model	Current Monthly Payment	CY Inv. AMV Black	CY Inv. AMV Color	39 Month Toshiba	NASPO
F34384	SCNKL45878	POLICE DEPARTMENT - ADMIN 700 NE 124 ST, 4th Floor	ESTUDIO3515AC	e-STUDIO3525AC	\$165.00	2608	2924	\$165.00	\$226.13
F34386	SCNJL40492	POLICE DEPARTMENT- INVESTIGATIONS, 3RD FL - 700 NE 124 ST	ESTUDIO3515AC	e-STUDIO3525AC	\$165.00	1758	3097	\$165.00	\$225.07
F29242	SCNJJ42622	OPERATION CENTER 1815 NE 150TH ST	ESTUDIO3515AC	e-STUDIO3525AC	\$124.00	2039	2523	\$124.00	\$190.24
F29243	SCNJJ42615	MOTOR POOL 1855 NE 142TH ST	ESTUDIO3515AC	e-STUDIO3525AC	\$125.00	1705	864	\$125.00	\$194.36
F33084	SSNKK84281	POLICE DEPARTMENT 700 NE 124 ST, HRCd, 2nd floor	ESTUDIO3515AC	e-STUDIO3525AC	\$146.00	1034	766	\$146.00	\$181.16
F33750	SCNEL57239	FINANCE DEPARTMENT 776 NE 125 ST, 1st floor	ESTUDIO3515AC	e-STUDIO3525AC	\$136.00	114	8	\$136.00	\$188.60
F33751	SCNEL58993	UTILITY BILLING 776 NE 125TH ST, 1st floor	ESTUDIO3515AC	e-STUDIO3525AC	\$148.00	315	164	\$148.00	\$181.24
F34819	SCNAM61248	CITY ATTORNEY 776 NE 125TH ST, 3rd floor	ESTUDIO3515AC	e-STUDIO3525AC	\$162.00	755	877	\$162.00	\$212.75
F34140	SCZHL32080	JOE CELESTIN CTR 1525 NW 135TH ST	ESTUDIO3518A	e-STUDIO3528A	\$85.00	217	0	\$85.00	\$136.10
F34812	SCZKL47119	NOMI FOOD PANTRY 12500 NW 13TH AVE	ESTUDIO3518A	e-STUDIO3528A	\$78.00	138	0	\$78.00	\$135.26
F29244	SCNJJ41067	PERSONNEL DEPARTMENT 776 NE 125TH ST 1st floor	ESTUDIO4515AC	e-STUDIO4525AC	\$190.00	1955	1567	\$190.00	\$238.91
F33182	SCNKK30765	CITY CLERK 776 NE 125TH ST, 1st floor	ESTUDIO4515AC	e-STUDIO4525AC	\$218.00	2149	4719	\$218.00	\$266.61
F33747	SSNDL87019	MAYOR & COUNCIL OFFICE 776 NE 125TH ST, 2nd Floor	ESTUDIO4515AC	e-STUDIO4525AC	\$184.00	2019	4643	\$184.00	\$214.01
F34758	SCNLL59168	NEIGHBORHOOD SERVICES 12330 NE 8TH AVE	ESTUDIO4515AC	e-STUDIO4525AC	\$184.00	738	2853	\$184.00	\$255.02
F33762	SCZFL24463	WATER PLANT 12098 NW 11 AVE	ESTUDIO4518A	e-STUDIO4528A	\$112.00	7215	0	\$112.00	\$142.89
F33538	SC1CL29077	DEVELOPMENT SERVICES 12400 NE 8TH AVE	ESTUDIO5516ACT	e-STUDIO5525AC	\$225.99	1967	3958	\$225.99	\$250.02
F34330	SC2JL35278	POLICE DEPARTMENT - RECORDS 700 NE 124 ST, 1st Floor	ESTUDIO8518A	e-STUDIO7529A	\$248.00	6184	0	\$248.00	\$346.09
F35445	SCNGM45617	PARKS & RECREATION 1600 NE 126TH ST	ESTUDIO3515AC	Remain in Place	\$155.00	1423	2278	\$155.00	\$155.00
F36041	SCTJM25713	PARKS OPERATION CTR 12181 NE 13TH AVE	ESTUDIO4528A	Remain in Place	\$105.00	658	0	\$105.00	\$105.00
F36091	SCSIM46434	CITY MANAGER OFFICE 776 NE 125TH ST /4TH FL	ESTUDIO4525AC	Remain in Place	\$178.00	1869	2263	\$178.00	\$178.00
F34823	SCNLL59341	DISTRIC 4 SATELLITE OFFICE, 13753 NW 7TH AVE	ESTUDIO3515AC	Remain in Place	\$120.00	215	527	\$120.00	\$120.00
F36688	SS1AN91626	HOUSING AND SOCIAL SERVICES 12300 NW 8TH AVE	ESTUDIO7516ACTG	Remain in Place	\$245.00	4018	4015	\$245.00	\$245.00
F36800	SCSCN30723	PURCHASING DEPARTMENT 776 NE 125TH ST 3RD FL	ESTUDIO4525AC	Remain in Place	\$178.00	1404	1881	\$178.00	\$178.00
F36827	SSSAN83851	MUSEUM CONTEMPORARY ART 770 NE 125 ST	ESTUDIO5525AC	Remain in Place	\$195.00	1037	1659	\$195.00	\$195.00
F36033	SCTHM22821	POLICE DEPARTMENT - HOLDING CELL 700 NE 124 ST, 1st Floor	ESTUDIO3528A	Remain in Place	\$57.00	408	0	\$57.00	\$57.00
F36880	SSSDN87153	POLICE DEPARTMENT-COPS UNIT 700 NE 124 ST, 3rd Floor	ESTUDIO3525AC	Remain in Place	\$120.00	390	635	\$120.00	\$120.00
F37357	SCSGN52229	POLICE DEPARTMENT-ROLL CALL ROOM 700 NE 124 ST, 1st Floor	ESTUDIO3525AC	Remain in Place	\$105.00	2070	2807	\$105.00	\$105.00
F39456	SCSFN48671	COMMUNITY REDEVELOPMENT AGENCY 735 NE 125 street, suite 100	ESTUDIO4525AC	Remain in Place	\$165.00	526	3921	\$165.00	\$165.00
F39573	SC6DN10478	BUILDING DEPT 12340 NE 8TH AVE	ESTUDIO6527AC	Remain in Place	\$225.00	4943	5457	\$225.00	\$225.00
					\$4,543.99	47505	48385	\$4,543.99	\$5,432.49